DOCUMENT RESUME

ED 393 338 HE 028 991

AUTHOR	Annunziato, Frank R.
TITLE	Faculty Workload and Collective Bargaining.
INSTITUTION	City Univ. of New York, N.Y. Bernard Baruch Coll. National Center for the Study of Collective Bargaining in Higher Education and the Professions.
REPORT NO	ISSN-0737-9285
PUB DATE	95
NOTE	10p.
AVAILABLE FROM	National Center for the Study of Collective Bargaining in Higher Education and the Professions (NCSCBHEP), Baruch College, 17 Lexington Ave., Box G-1050, New York, NY 10010 (free to members; single copy $7.50; 4-issue annual subscription $30).
PUB TYPE	Statistical Data (110) -- Reports - Research/Technical (143) -- Collected Works - Serials (022)
JOURNAL CIT	National Center for the Study of Collective Bargaining in Higher Education and the Professions Newsletter; v23 n3 Sep/Oct 1995
EDRS PRICE	MF01/PC01 Plus Postage.
DESCRIPTORS	*Collective Bargaining; *Faculty Workload; Higher Education; *Private Colleges; *Public Colleges; Unions

ABSTRACT

This study examined faculty workload rules in collective bargaining agreements at the 20 largest unionized colleges and universities (all public institutions or systems) to understand if and how labor and management have negotiated faculty workload provisions. It found that in 12 of the 20 agreements, the parties negotiated specific limits on the number of courses taught. In another 4 of the 20 agreements, the parties defined workload as past practice which cannot be changed without negotiation. The remaining four agreements were silent on the matter of faculty workload. An examination of workload rules in collective bargaining agreements at the 10 largest unionized private colleges and universities found that the agreements at all 10 institutions specified specific limits upon faculty courseloads. Specific data on faculty workloads at each of the 30 institutions are included. (MDM)

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NEWSLETTER
NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING IN HIGHER EDUCATION AND THE PROFESSIONS

School of Public Affairs
Bernard M. Baruch College • City University of New York • Vol. 23, No. 3 • Sept/Oct 1995

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by Frank R. Annunziato

Faculty workload, defined not just by the number of courses or contact hours college and university professors are expected to teach, but also by other professional responsibilities such as research/ publications, committee assignments, service, office hours, etc., is a mandatory subject of collective bargaining in many jurisdictions, because it is considered a matter of staffing which, under most state labor relations legislation, is a "condition of employment." Workload in the academic context is analogous to staffing requirements common in most private and public sector collective bargaining agreements. While college and university faculty speak in terms of course load and credits, other employee groups may use terms like "workers assigned per shift" to express the same idea: a limitation on the amount of work which can be delegated to individual bargaining unit members.

In this newsletter, we first look at the collective bargaining agreements at the 20 largest four-year institutions of higher education to understand if and how labor and management have negotiated faculty workload provisions. Since all of these institutions are in the public sector, we then looked at collective bargaining agreements at the ten largest private sector unionized colleges and universities to determine if the advocates in the public and private sectors negotiated different language for faculty workload.

Faculty workload is determined by a number of factors, most especially by the extent of graduate teaching assignments and by the relative importance which the institution grants to research and teaching. We found two types of workload provisions governing the number of course assignments in 16 out of 20 of these collective bargaining agreements. Four other contracts were silent on course load limitations.

In 12 of the 20 collective bargaining agreements in these largest unionized higher education institutions, the parties negotiated **specific limits** on the number of courses faculty members can teach during an academic term or year. Specific faculty course limitations are contained in the collective bargaining agreements at California State University, the City University of New York (CUNY), the State University of Florida System, the Pennsylvania System of Higher Education, the New Jersey State College System, the Minnesota State University System, the Connecticut State University, the Illinois Board of Governors Universities, the Massachusetts State Colleges, the University of California at Berkeley (lecturers only), the South Dakota Board of Regents System, and at Temple University (PA).

In another four of the 20 contracts, the parties **defined workload as a past practice** which cannot be changed without some form of negotiations between labor and management. In these contracts, the parties do not refer to any specific number of courses, credit limitations, or other faculty assignments, but commit themselves to maintaining prior, but unstated, workload conditions. Faculty workload is defined as a protected past practice which cannot be changed without negotiations between labor and management at the State University of New Jersey (Rutgers), the University of Massachusetts, the University of Connecticut, and the

TABLE OF CONTENTS

Faculty Workload and Collective Bargaining 1
Faculty Contractual Workload Provisions and the 20 Largest Unionized 4-yr Institutions of Higher Education 2
Contracts with Specific Course Load Limitations ... 4
Contracts in Which Faculty Workload is a Defined Past Practice 5
Contracts Silent on Faculty Workload 6
Faculty Workload Provisions in the Ten Largest Unionized Private Sector Colleges and Universities 8

TABLE 1
FACULTY CONTRACTUAL WORKLOAD PROVISIONS AND THE TWENTY LARGEST UNIONIZED FOUR-YEAR INSTITUTIONS OF HIGHER EDUCATION

Institution	Workload Provision
1. State University of New York (SUNY)	Contract Silent
2. California State University	Specific Limits
3. City University of New York (CUNY)	Specific Limits
4. State University of Florida System	Specific Limits
5. Pennsylvania System of Higher Education	Specific Limits
6. University of Hawaii	Contract Silent
7. New Jersey State College System	Specific Limits
8. Minnesota State University Board	Specific Limits
9. State University of New Jersey (Rutgers)	Defined as a Past Practice
10. Connecticut State University	Specific Limits
11. University of Cincinnati (OH)	Contract Silent
12. University of Massachusetts	Defined as a Past Practice
13. Illinois Board of Governors Universities	Specific Limits
14. Wayne State University (MI)	Contract Silent
15. Massachusetts State Colleges	Specific Limits
16. University of Connecticut	Defined as a Past Practice
17. University of California (lecturers only)	Specific Limits
18. University of Maine System	Defined as a Past Practice
19. South Dakota Board of Regents System	Specific Limits
20. Temple University (PA)	Specific Limits

University of Maine System. *Robert's Dictionary of Industrial Relations*, fourth edition, defines past practice as, "A claim used by unions in support of arguments against the unilateral abandonment by management of an existing wage, benefit, or working condition not specifically covered by a labor agreement." In these contracts in which workload is a defined past practice, alleged violations are subject to contractual grievance procedures for resolution. Thus, if administrations in these institutions attempted to change faculty workload, their decisions might be reversed by an impartial third party arbitrator.

Four other contracts were silent on the matter of faculty workload. These contracts recognize the continuation of some past practices, but do not have specific language which protects past practices concerning faculty workload. These are the contracts at the State University of New York (SUNY), at the University of Hawaii, at Wayne State University (MI), and at the University of Cincinnati (OH). At these institutions, legal rulings are necessary, by the state's labor relations agency to determine if faculty work load is a mandatory subject of collective bargaining which cannot be changed without appropriate negotiations between labor and management.

CONTRACTS WITH SPECIFIC COURSE LOAD LIMITATIONS

The twelve institutions with specific course load limitations are: California State University, the City University of New York (CUNY), the State University of Florida System, the Pennsylvania System of Higher Education, the New Jersey State College System, the Minnesota State University System, Connecticut State University, the Illinois Board of Governors Universities, the Massachusetts State Colleges, the University of California (lecturers only), the South Dakota Board of Regents, and Temple University (PA). These contracts, generally speaking, refer to maximum course or credit load responsibilities, and usually have language which permits reduction in these stated maxima, for specific purposes such as greater graduate teaching responsibilities, committee/administrative work, etc.

The most typical maximum for teaching load in these institutions is 12 credits per semester, or 24 per academic year. CUNY has the highest number of maximum faculty course credit requirements, 27 per year for lecturers and instructors at the senior colleges and for all faculty members at the community colleges. However, the maximum course credits for CUNY professors, associate professors, and assistant professors at the senior colleges is 21 undergraduate credit hours per year.

CONTRACTS WITH WORKLOAD DEFINED AS A PAST PRACTICE

Four of these 20 contracts refer to faculty workload as a kind of past practice. These contracts are at Rutgers, the University of Massachusetts, the University of Connecticut, and the University of Maine System. None of these contracts mention specific details of faculty workload, either in terms of number of courses or other responsibilities, but instead refer to some prior conditions which must be maintained, at some level.

The specific language of these contracts varies among the four institutions. The contracts at Rutgers and at the University of Massachusetts refer directly to the maintenance of past practices with respect to faculty workload at the departmental or program level. The University of Connecticut contract codifies the faculty workload procedures established by the University Senate, in its *Laws and By-Laws*. Unique among these four, the University of Maine System's contract allows for increases or decreases in the number of faculty course assignments, provided they are not "unreasonable." In the event of changes in a faculty member's workload, a grievance could possibly be filed, claiming that the new workload assignments unreasonably alters past practice.

CONTRACTS SILENT ON FACULTY WORKLOAD

Four of the 20 contracts have no workload limitations and no language which specifically defines workload as a protected past practice. These contracts are at SUNY, the University of Hawaii, the University of Cincinnati (OH), and Wayne State University (MI). To ascertain whether workload is considered a mandatory subject of bargaining in the home-states of these institutions, we conducted telephone conversations with labor and management advocates. If an appropriate agency has determined that workload is a mandatory subject of bargaining, then negotiations with the exclusive bargaining agent is necessary before changes can be made in faculty workload at these institutions with silent contracts. What we found is that each of

TABLE 2
CONTRACTS WITH SPECIFIC COURSE LOAD LIMITATIONS

Institution	Course Load Limitations
1. California State University	15 "weighted units" per term, normally composed of 12 weighted units for instruction and 3 weighted units for instruction- related responsibilities
2. City University of New York (CUNY)	21 undergraduate hours per year for professors, associate professors, and assistant professors in the senior colleges 27 hours per year for professors, associate professors, and assistant professors in the community colleges 27 hours per year for instructors and lecturers
3. State Univ. of Florida System	12 contact hours or equivalent research and service per term
4. Pennsylvania System of Higher Education	24 academic credit hours per year, 12 per term .
5. New Jersey State College System	24 academic credit hours per year
6. Minnesota State University	14 undergraduate credits per quarter, with max of 36 undergraduate credit hours per year (quarterly system)
7. Connecticut State University	12 load credits per semester
8. Illinois Board of Governors Universities	18-24 credits per academic year and three credit units of summer employment
9. Mass. State Colleges	24 credit hours per year
10. University of California (lecturers only)	9 instructional workload courses over three quarters or 6 instructional workload courses over two semesters
11. South Dakota Board of Regents System	24 credit hours per year
12. Temple University (PA)	12 credit hours per semester

TABLE 3

CONTRACTS IN WHICH FACULTY WORKLOAD IS A DEFINED PAST PRACTICE

1. **RUTGERS** (Article XV)...The parties recognize that the University accomplishes a variety of academic and professional services, including undergraduate, graduate, and professional instruction, research, and community service. The professional duties required of the faculty shall be in accordance with the mission of University.

Individual workload assignments of members of the bargaining unit shall be consistent with the practice of their department, program, or unit.

Claims of inconsistency with such practices by members of the bargaining unit shall be grievable as a Category Two Grievance under the contract grievance procedure (Article IX).

2. **THE UNIVERSITY OF MASSACHUSETTS** (Article XV)...The number of classroom contact hours, class size and total number of students taught by each faculty member are expected to vary widely among and within schools and departments, depending on the nature of the subject or activity being taught and upon the amount of teaching assistance provided (in the form of teaching assistants, graders, etc.). The average faculty workload practices of the various departments/programs in the recent past shall remain in effect for the duration of this Agreement.

3. **THE UNIVERSITY OF CONNECTICUT** (Article 8)...The parties agree to maintain for the duration of the contract all procedures for the University not modified by the terms of this agreement governing appointment, reappointment, nonreappointment, tenure, promotion, dismissal termination, suspension, award of leaves of absence, grievances, and the determination of workload, as specified by the *Laws and By-Laws*, 12th edition, revised (1985), and the directive concerning "Procedures regarding Tenure, Promotion, and Reappointment," together with the current PTR form.

4. **THE UNIVERSITY OF MAINE SYSTEM** (Article 11)...

C1. The workload of unit members shall consist of teaching, research, University and public service. The mix of teaching, research, University and public service responsibilities varies among campuses, colleges, divisions, departments, and unit members.

2. The major basis for determining the composition of a unit member's workload shall be department, division, or other appropriate unit responsibilities and needs, college needs, individual competencies and the past workload of an individual unit member.

3. There shall be no unreasonable change in practices relating to the scheduling of class times during the term of this Agreement.

4. Individual workload assignments <u>including ITV</u> shall be made by the department, division, or other appropriate unit chairperson or director in consultation with the individual unit member and the department, division, or other appropriate unit, subject to the approval of the chief administrative officer or his or her designee and shall be reasonable. There shall be no unreasonable increase or decrease in an individual's total workload during the term of this Agreement.

these institutions has a different story to tell and that the legal situation with respect to workload remains in flux.

1. **SUNY**...After a 1984 decision of the New York Public Employees Relations Board, the administration of the State University of New York (SUNY) and the faculty union, the United University Professions (UUP), have reached an understanding as to the process which must be undertaken to change individual, programmatic, and departmental workload assignments. Labor and management at SUNY have also agreed that the administration has the right to determine the professional obligations of employees. The parties have also agreed, however, that the union has the right to challenge any changes in assignments to the New York State Public Employees Relations Board (PERB) on the basis that it was a unilateral change, or to seek impact negotiations regarding the assignment.

2. **The University of Hawaii**...The Hawaii Labor Relations Board has ruled in the 1980s that faculty workload was not a mandatory subject of bargaining under Hawaiian labor relations law. However, the Hawaii Labor Relations Board also ruled that if the University of Hawaii Board of Regents unilaterally changed workload requirements, the impact of such changes is subject to negotiations with the exclusive collective bargaining agent. This means that the union cannot challenge the change in assignments, but can bargain over how these changes affect faculty members, i.e., demand greater compensation, or released time from other duties, etc.

3. **The University of Cincinnati**...The legislature of the State of Ohio in 1994 amended public employee labor relations law so that the parties cannot bargain faculty workload. Stated another way, faculty workload is not a subject of bargaining in the State of Ohio for public sector institutions. In the same year, the Ohio legislature also mandated a 10 percent increase in faculty workload at the University of Cincinnati.

4. **Wayne State University**...The Michigan Employee Relations Commission (MERC) has not ruled that faculty workload is a mandatory subject of bargaining. The parties may bargain over workload, if both sides agree. While there are no specific limits on faculty workload in the Wayne State contract, and while faculty workload is not defined as a protected past practice, Article 24 of the Wayne State/AAUP contract allows individual faculty members to take their complaints about "substantial" changes in their workload assignments to a joint administrative/faculty committee which makes a recommendation to the Wayne State University president about the complaint. If the President disagrees with the recommendation, the faculty union may bring the dispute to impartial third party arbitration.

TABLE 4
CONTRACTS SILENT ON FACULTY WORKLOAD

State University of New York (SUNY)

University of Hawaii

University of Cincinnati (OH)

Wayne State University (MI)

ANNOUNCING

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Higher Education Collective Bargaining:

Back to "CB" Basics

Keynote: Stephen Trachtenberg
President, George Washington University

Doral Inn, New York City
April 15 - 16, 1996

NATIONAL CENTER NEWSLETTER

A publication of the National Center issued four times per year. Annual subscription rate: $30; Single copy, $7.50; free to Center members. Back issues available. ISSN 0737-9285.

Editor and Director: Frank R. Annunziato

Administrative Director: Beth H. Johnson

College Assistant: Karen Daniel

Address all inquiries to NCSCBHEP, Baruch College, 17 Lexington Ave., Box G-1050, New York, N.Y., 10010, (212) 387-1510, fax (212) 387-1516.

PRIVATE SECTOR COLLEGES AND UNIVERSITIES

While the largest and greatest number of unionized higher education institutions are overwhelmingly in the public sector, faculty have organized unions in 66 private sector colleges and universities (see the National Center's *Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education*, 1995 edition). In the vast majority of these private higher education institutions, faculty unionization occurred prior to the 1980 *Yeshiva Decision* of the Supreme Court of the United States, which effectively halted further unionization of private college and university faculties. Still, the faculty unions and the administrations at many of these 66 organized private institutions have a long history of collective bargaining.

We looked at the ten largest unionized private sector college and university collective bargaining agreements to ascertain what, if anything, the parties to these contracts have negotiated with respect to faculty workload issues. These ten largest unionized private sector colleges and universities are: Hofstra University (New York), St. John's University (New York), Long Island University (LIU)-Brooklyn (New York), Adelphi University (New York), Pratt Institute (New York), Long Island University (LIU)-C.W. Post (New York), New York Institute of Technology (New York), Rider University (New Jersey), the University of San Francisco (California), and Roger Williams College (Rhode Island). We should point out that in terms of number of faculty, the largest unionized private sector university, Hofstra University with 980 members of its faculty bargaining unit represents 150 fewer faculty members than the smallest of the twenty largest unionize colleges and universities, Temple University of Pennsylvania, with 1,130 bargaining unit members.

We found that the labor and management advocates in all ten (100 percent) of these unionized private institutions have negotiated workload provisions with **specific limits** upon faculty course loads. This finding differed with the results of our inquiry at the 20 largest unionized higher education institutions (all of which, as stated earlier, are public sector), in which only 12 of the 20 contracts (60 percent) had specific course load limitations. The parties in none of the collective bargaining agreements at these 10 largest unionized private higher education institutions referred to workload or course load as defined past practices.

We cannot account for the differences between the two groups; nor can we claim that the differences between them are statistically significant. We can speculate a bit, however. We know that prior to the Supreme Court's *Yeshiva Decision*, the National Labor Relations Board (NLRB), which governs labor relations in the private sector, had ruled that faculty workload was a mandatory subject of bargaining in faculty-administration negotiations. We also know that such determinations came later, if at all, from state labor relations authorities which govern labor relations at public sector colleges and universities. Perhaps, on account of the NLRB's earlier support of faculty workload as a mandatory subject of bargaining, faculty unions in the private sector enjoyed a slightly easier time in negotiating workload provisions than did their faculty counterparts later on at public colleges and universities. But, this is only speculation and we should not go any further with it.

We did discover, however, that 12 credits per semester, or 24 credits per year is the most typical course load limitation in these 10 private sector contracts. In this respect, the findings correspond to the contractual pattern at the 20 largest unionized institutions of higher education. Course load teaching limits at 12 per semester, or 24 per year were found in the collective bargaining agreements at St. John's, LIU-Brooklyn, Pratt, New York Institute of Technology, Rider University (for undergraduate teaching), University of San Francisco, and Roger Williams College.

Hofstra University and Adelphi University had the lowest course load credit limitations of 9 per semester and 18 per year. St. John's and Rider allowed for a 9 per semester and 18 per year course load limitation for those professors who teach graduate courses. Pratt Institute reduces graduate teaching course loads to 75 percent of the undergraduate maximum.

The Pratt Institute and the New York Institute of Technology contracts shared the distinction of having the highest course load maxima, namely, 16 per term for professors conducting some studio courses at Pratt and 15 equivalent lecture hours per term for instructors only at New York Institute of Technology. The other faculty ranks at New York Institute of Technology have smaller course load maxima (see **Table 5**).

TABLE 5
FACULTY WORKLOAD PROVISIONS IN THE TEN LARGEST UNIONIZED PRIVATE SECTOR COLLEGES AND UNIVERSITIES

Institution	Workload Provision
Hofstra Univ. (NY)	18 semester hours during a twelve-month period. Any modification of this distribution must receive prior approval of the Provost. In any case, no more than 13 semester hours nor fewer than six semester hours of base teaching load may be carried.
St. John's Univ. (NY)	12 semester hours or its equivalent on the undergraduate level, or nine semester hours of credit or its equivalent on the graduate level.
LIU (Brooklyn, NY Campus)	12 semester hours, except in those institutional skill-type classes where the contact hour has been accepted as the unit of workload, in each of the two regular fall/spring semesters.
Adelphi Univ. (NY)	The required teaching load for a full-time faculty member is 9 credit hours in each of the two regular fall/spring semesters.
Pratt Institute (NY)	Varies from school to school, between 12 undergraduate contact hours for lectures, or 15-16 contact hours for studios. Graduate teaching at 75 percent of the undergraduate teaching course load.
LIU (C.W. Post NY)	12 credit hours per semester.
NY Inst. of Tech. (NY)	Stated in terms of Equivalent Lecture Hours (ELH). Professor 12 ELH Assoc. Prof. 13 ELH Asst. Prof. 14 ELH Instructor 15 ELH
Rider Univ. (NJ)	Teaching load shall not exceed 24 classroom contact hours in an academic year. The teaching load of a full-time bargaining unit member who teaches a graduate school course shall not be required to exceed 9 classroom contact hours for semester during which such graduate school course or courses are taught.
Univ. of San Francisco (CA)	24 units allocated for teaching assignments and 6 units for other responsibilities.
Roger Williams College (RI)	4 courses per semester, 12 hours.